

1 PAUL, HASTINGS, JANOFSKY & WALKER LLP
2 ELENA R. BACA (SB# 160564)
3 elenabaca@paulhastings.com
4 515 South Flower Street
5 Twenty-Fifth Floor
6 Los Angeles, CA 90071-2228
7 Telephone: (213) 683-6000
8 Facsimile: (213) 627-0705

9 SHANNON S. SEVEY (SB# 229319)
10 shannonsevey@paulhastings.com
11 1117 S. California Avenue
12 Palo Alto, CA 94304-1106
13 Telephone: (650) 320-1800
14 Facsimile: (650) 320-1900

15 Attorneys for Defendants
16 BELMONT VILLAGE SUNNYVALE, INC.,
17 BELMONT CORP, AND BELMONT VILLAGE, L.P.

18 UNITED STATES DISTRICT COURT
19 NORTHERN DISTRICT OF CALIFORNIA

20 SAN JOSE DIVISION

21 SALVADORE TEMORES,

22 Plaintiff,

23 vs.

24 BELMONT VILLAGE SUNNYVALE,
25 INC., a California Corporation;
26 BELMONT CORP, a Maryland
27 Corporation; BELMONT VILLAGE, and
28 DOES 1-25, inclusive,

Defendants.

CASE NO.

[Santa Clara County Superior Court Case No.
108CV106332]

**DECLARATION OF ANN SCHUMACHER
IN SUPPORT OF DEFENDANTS' NOTICE
OF REMOVAL**

DECLARATION OF ANN SCHUMACHER

Case No.

1 I, Ann Schumacher, declare:

2
3 1. I am currently employed as Executive Vice President of Belmont Village, L.P. I
4 have personal knowledge of the facts set forth in this Declaration, and if called as a witness, I
5 would and could testify to the facts stated herein.

6
7 2. I have reviewed the Complaint filed by plaintiff Sal Temores ("Plaintiff") on
8 February 21, 2008, Santa Clara Superior Court Case No. 1-08-CV 106332 ("Complaint"). Based
9 on my review of the Complaint, I understand Plaintiff alleges that Belmont Village Sunnyvale,
10 Inc., BelmontCorp, and Belmont Village, L.P. failed to pay wages and overtime under California
11 law, failed to pay wages upon discharge or quitting, failed to afford mandatory breaks or meal
12 periods, failed to maintain pay records and make pay records available, and, through the above
13 acts, committed unfair business acts in violation of California Business & Professions Code
14 Section 17200 *et seq.*

15
16 3. Although Plaintiff has named three entities in the Complaint, Belmont Village,
17 L.P. is the entity that employed Plaintiff. BelmontCorp and Belmont Village Sunnyvale, Inc. are
18 not, and have not at any time been, Plaintiff's employer.

19
20 4. Belmont Village, L.P. is a limited partnership formed in Delaware and with its
21 principal place of business in Houston, Texas. By principal place of business, I mean that
22 Belmont Village, L.P. maintains its company headquarters, holds meetings among its executive-
23 level management team (which includes me), maintains its primary physical operations, engages
24 in the day-to-day control of its business, and otherwise is most noticeably present and acts as the
25 "nerve center" for its business in Houston, Texas.

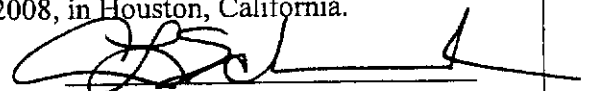
26
27 5. Belmont Village, L.P. consists of the following members, each of whom are
28 neither registered in nor maintain their principal place of business in California:

1 (a) Belmont Village, L.P.'s General Partner is Belmont Three, LLC
2 ("Belmont Three"). Belmont Three, a limited liability company, was formed and is registered in
3 Delaware and has its principal place of business in Houston, Texas.
4

5 (b) Until January 2008, Belmont Village, L.P.'s Limited Partner was
6 Belmont Two Corporation ("Belmont Two"). Belmont Two was formed and is registered in
7 Delaware, and, until January 2008, had its principal place of business in Houston, Texas. Since
8 January 2008, Belmont Two's principal place of business has been in Norwalk, Connecticut.
9

10 (c) In January 2008, Belmont Village Holding, LLC ("Belmont
11 Holding") became Belmont Village, L.P.'s Limited Partner, in place of Belmont Two. Belmont
12 Holding was formed and is registered in Delaware and has its principal place of business in
13 Houston, Texas.
14

15 I declare under penalty of perjury under the laws of the United States that the foregoing is
16 true and correct. Executed this 28th day of March, 2008, in Houston, California.

17 
18 Ann Schumacher
19
20
21
22
23
24
25
26
27
28